MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES DEPARTMENT OF ENERGY, NEVADA OPERATIONS OFFICE AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

DE-GMO8-99NV13664

I. INTRODUCTION

The U.S. Department of Energy, Nevada Operations Office (DOE/NV) and University Medical Center of Southern Nevada located at 1800 W. Charleston Boulevard, Las Vegas, NV 89102, are entering into this Memorandum of Understanding (MOU) to delineate interface responsibilities of mutual assistance associated with the DOE/NV activities and other emergency incidents as appropriate. This agreement is made with respect to existing and future activities, including those that may have an adverse impact on the environment and the health and safety of the employees of the University Medical Center of Southern Nevada. These activities consist of programs that include emergency off-site assistance (fire, hazardous material, and medical) transportation of DOE/NV owned hazardous materials, storage of hazardous materials, and research and development at DOE/NV operations.

This document formalizes the working relationship between the DOE/NV and University Medical Center of Southern Nevada and covers the general provisions and levels of assistance, including administrative, technical, and consultative activities which may also involve a commitment of resources, providing there is an agreement for reimbursement for the use of those resources. Both parties intend that this agreement be reciprocal and that assistance may flow from either party to the other to the extent priorities and resources permit--University Medical Center of Southern Nevada or DOE/NV.

-1- ACTION INFO MGR AMBFS AMTS AMNS AMEM

^{*}Hazardous Materials - A substance or material determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and has been so designated. These materials are listed in the "Hazardous Materials" Table in 49 C.F.R. 172.101.

II. MANAGEMENT AND PROGRAM GUIDELINES

1. Management Arrangements

- a. This MOU provides the mechanism for the administration of requested support or assistance and provides a means for direct communication between DOE/NV and University Medical Center of Southern Nevada regarding preparation and support of emergency response, transportation planning, and any other issues and efforts related to DOE/NV activities.
- b. This MOU also recognizes, supports, and applies to the unique emergency medical response relationships established through this agreement between University Medical Center of Southern Nevada and DOE/NV.

2. Public Information Coordination

Information released to the public regarding emergency incidents or the status of DOE/NV patients or DOE/NV contractor patients shall be coordinated by the designated representative of each agency where possible.

3. DOE/NV agrees to use its best efforts to:

- a. Maintain an interface with University Medical Center of Southern Nevada through a single point of contact (POC), the Director of Environment, Safety & Health Division at DOE/NV.
- b. Provide information and cooperate with University Medical Center of Southern Nevada regarding activities that may have a direct and/or indirect adverse impact on health and safety of employees; and inform University Medical Center of Southern Nevada of hazardous materials or unique hazards involved in DOE/NV operations which may require specialized medical treatment, training, or equipment to mitigate the hazard.
- c. Assist University Medical Center of Southern Nevada officials in facilitating the development of emergency response action plans to mobilize personnel, equipment, facilities, and other resources as needed in relationship to DOE/NV activities, including transportation issues.
- d. Assist University Medical Center of Southern Nevada emergency response personnel in coordinating and mitigating the resulting effects of an incident related to hazardous activities associated with DOE/NV and/or other DOE organizations.

- e. Determine level of assistance which could be provided to University Medical Center of Southern Nevada.
- f. Provide interface to the University Medical Center of Southern Nevada and to coordinate applicable DOE/NV emergency management activities regarding public information and public outreach programs that may impact University Medical Center of Southern Nevada.
- g. Invite University Medical Center of Southern Nevada emergency response personnel to participate in DOE/NV training and exercise activities on an availability basis.
- h. Provide accurate, candid, and timely information about applicable emergency conditions concerning DOE/NV facilities, transportation incidents, and any other pertinent issues that may have the potential to impact the environment and/or health and safety of University Medical Center of Southern Nevada employees or resources.
- i. Provide additional support to University Medical Center of Southern Nevada on an as needed basis for incidents not involving DOE programs. Reimbursement for this assistance may be requested as determined by the DOE/NV Manager.
- j. Coordinate and maintain current emergency notification listings by organizational name and phone number from University Medical Center of Southern Nevada in the DOE/NV Emergency Operations Center (EOC). Also, provide the applicable University Medical Center of Southern Nevada with a listing of applicable DOE/NV EOC emergency notification numbers.
- k. Provide cooperative agreements, when appropriate, for specialized equipment, chelation medication drug therapy, and training for emergency response activities in order to treat patients and ensure the mitigation of any potential hazardous effects related to DOE/NV activities that may impact the facilities or employees of University Medical Center of Southern Nevada.
- Provide monetary grants for the repair or replacement of equipment or facilities damaged or destroyed in providing incident support or emergency assistance for DOE or DOE/NV related activities as determined appropriate by the DOE/NV Manager.
- m. Reevaluate this agreement on an annual basis to determine the adequacy of interface elements provided by DOE/NV and/or other DOE organizations.

- 4. University Medical Center of Southern Nevada agrees to use its best efforts to:
 - a. Provide information on emergency management planning objectives to DOE/NV to facilitate coordinated planning and assistance.
 - b. Provide a current University Medical Center of Southern Nevada emergency notification listing, by name and phone number, to the DOE/NV EOC.
 - c. Coordinate public information/issues through the DOE/NV POC or DOE/NV EOC pertaining to emergency response issues.
 - d. Provide information to DOE, DOE/NV, county, state, and other federal agencies related to emergency response activities as a result of an incident with the potential for adverse impact on the public and the environment.
 - e. Participate in emergency response training, exercises, and drills provided by DOE and DOE/NV organizations when applicable.
 - f. Provide emergency notification of incidents affecting University Medical Center of Southern Nevada's operational status and ability to respond to emergency incidents that may have an adverse impact on DOE/NV reliance on University Medical Center of Southern Nevada for emergency assistance. University Medical Center of Southern Nevada will maintain documentation of notifications.
 - g. Provide opportunities for DOE/NV organizations to participate in the University Medical Center of Southern Nevada emergency preparedness meetings and other applicable University Medical Center of Southern Nevada emergency planning meetings as a means of facilitating coordination and communication of emergency response issues regarding applicable DOE/NV operations.
 - h. Coordinate with and provide assistance to DOE/NV in emergencies associated with DOE/NV activities in order to provide prompt and effective emergency medical assistance to members of the public and DOE workers.
 - i. Reevaluate this agreement on an annual basis to determine the adequacy of the support provided by DOE/NV organizations.

III. FUNDING

This MOU shall not be used to obligate or commit funds as the basis for the transfer of funds or property by either agency; and each agency herein agrees to use its own funds to support this MOU. Performance under this agreement by either party is dependent upon lawful appropriations, availability, and allocation of funds by proper authorities.

IV. AMENDMENT AND TERMINATION

This MOU may be amended by written agreement between DOE/NV and University Medical Center of Southern Nevada and may be terminated by the mutual written agreement of both parties or by either party upon 30-day written notice to the other party.

V. EFFECTIVE DATE

The MOU shall be effective for a period of not greater than five years from the latter date of signature of both parties.

W. R. Hale
Chief Executive Officer

Date:

Kathleen A. Carlson

Manager